



UNIVERSITY OF  
MARYLAND  
**OFFICE OF GENERAL COUNSEL**

4716 Pontiac Street  
2117 Seneca Building  
College Park, Maryland 20742

January 24, 2019

**Sent via electronic mail to: 63146-84204209@requests.muckrock.com**

Brian Ratzliff  
MuckRock News, DEPT MR 63146  
411A Highland Ave  
Somerville, MA 02144-2516

**Re: Maryland Public Information Act Request No.: 468**

Dear Mr. Ratzliff,

The University of Maryland, College Park (the "University") has processed your request dated October 31, 2018 (received November 1, 2018), under the Public Information Act, Md. Code Ann., General Provisions Article ("GP") §§4-101 to 4-601 (the "Act"). Specifically, you requested:

- 1. The contract signed between the University of Maryland Athletic program and the vendor who provided services for the 2018 University of Maryland's Men's Basketball tour to Italy in August 2018; and*
- 2. A copy of the final itinerary for the trip.*

After a search of our files, records responsive to your request were located and are attached here for your reference. No fees have been assessed for your inquiry.

Should you disagree with this finding, you have remedial options available. First, you may seek judicial review of this decision in accordance with GP Section 4-362. Second, you may seek assistance from the Public Access Ombudsperson under GP Section 4-1B-01 *et seq.*

Sincerely,

*R. Danielle Brown*

R. Danielle Brown  
Paralegal



# MARYLAND MEN'S BASKETBALL | TOUR OF ITALY | AUGUST 2018

## ITINERARY

### DAY 1 Overnight flight to Rome

### DAY 2 Rome

Morning arrival  
Guided tour of Roman Colosseum  
Practice (optional)  
Welcome Dinner

### DAY 3 Rome

Amazing Race  
(Team Building Treasure Hunt)  
Pantheon  
Piazza Navona  
Spanish Steps  
Trevi Fountain

### GAME ONE

### DAY 4 Rome

Guided tour of Holy Rome  
Vatican Museum  
Sistine Chapel  
St. Peter's Basilica  
Travel to Florence via  
High Speed Train (90 min)  
Evening at leisure

### DAY 5 Florence

Guided tour of city  
Ponte Vecchio  
Duomo  
Giotto's Bell Tower  
Gates of Paradise  
Dante's House

### GAME TWO

### DAY 6 Venice

Transfer to Venice via Maranello  
Visit Ferrari Museum  
Pit Stop Team Challenge  
Formula One Simulator  
Evening at leisure

### DAY 7 Venice

Guided tour of city  
Grand Canal  
Rialto Bridge  
St. Mark's Square  
Team Gondola rides  
Visit Murano Glass Factory

### DAY 8 Lake Como

Travel to Lake Como via Vicenza  
**GAME THREE** in Vicenza

### DAY 9 Lake Como

Explore Lake Como via boat  
Visit Bellagio  
Farewell Dinner

### DAY 10 Return to USA

*Please note: Itinerary (as of 11.2.17) is based on proposed tour dates and activities are subject to change based on final game confirmation.*



574-350-2948

ForeignTours@AnthonyTravel.com  
AnthonyTravel.com/International



Marriott Grand Hotel Flora  
ROME



The Westin Excelsior  
FLORENCE



Hilton Molino Stucky  
VENICE



Hilton Lake Como  
LAKE COMO

## ATHLETIC TOUR AGREEMENT

**THIS ATHLETIC TOUR AGREEMENT** (the "Agreement") is effective as of 11<sup>th</sup> day of March 2018 ("the Effective Date"), by and between the University of Maryland on behalf of its Department of Intercollegiate Athletics (the "University"), and Anthony Travel, LLC. (the "Tour Operator").

**WHEREAS**, University desires to send its Men's Basketball team and certain other employees and personnel (collectively, the "Traveling Party") on an International basketball tour, and as further described herein (the "TOUR"); and

**WHEREAS**, the Tour Operator desires to arrange for, and otherwise provide services to the University related to the TOUR, for the Traveling Party. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. Tour Operator Responsibilities

- a. The TOUR will consist of 10 days of travel | 8 nights of hotel accommodations\*  
*\*One night on airplane*
- b. The TOUR shall begin with the departure of the Traveling Party from Baltimore, MD (BWI) on August 4, 2018 (**the "Departure Date"**) and shall conclude with the arrival of the Traveling Party to Baltimore, MD (BWI) on August 13, 2018 (**the "Return Date"**).
- c. Tour Operator shall arrange for, and provide the Traveling Party, the following:
  - i. Round-trip coach airfare on the following routing:
    - Baltimore, MD (BWI) to Rome, Italy (FCO)
    - Milan, Italy (MXP) to Baltimore, MD (BWI)
  - ii. All ground transportation needed in connection with the TOUR while abroad.
    - (a) Including high speed train tickets for travel between Rome, Italy and Florence, Italy
  - iii. Double-occupancy hotel accommodations for the duration of the TOUR.
    - (a) All hotels will be centrally located and meet a minimum of a local four star rating
  - iv. Breakfast meals each morning for the duration of the TOUR\* *\*After first overnight stay*
  - v. Hosted welcome & farewell dinners at local restaurants on the first and last evenings of the TOUR
  - vi. Sightseeing tours, excursions, tour guides and associated fees during the TOUR, as indicated on itinerary.
  - vii. Provide industry standard gratuities to tour manager, bus driver and local tour guides.
  - viii. Three basketball games with pro/club teams, with final names and venues provided to University 30 days prior to departure.
  - ix. A Bi-Lingual and / or local Tour Operator escort to accompany and serve as a guide to the Traveling Party for the duration of the TOUR.
- d. The Tour Operator reserves the right to adjust the departure dates, arrival dates, departure airport and arrival airport based on a preferred flight schedule or game opponent. Any change of this nature will be communicated to University prior to 180 days before departure.

- e. Tour Operator shall deliver to University a technical itinerary, including the pro/club teams referenced in Section 1(c)(vii.) above, for the Tour thirty (30) days prior to the date first set forth above, for review and formal acknowledgement.  
Initial BF MD AT
- f. Tour Operator will inform University about any passport, visa and other such requirements that must be satisfied by members of the Traveling Party for participation in the Tour so that University can secure necessary passports / visas.
- g. Tour Operator, at the request of the University, shall provide a third-party vendor(s) to discuss options for the independent purchase of travel insurance. Tour operator shall provide any necessary documentation (i.e. proof of travel) so that University can secure appropriate coverage for Traveling Party, including Travel/Trip Insurance, including Cancel For Any Reason coverage, and Event Insurance.

## 2. University Responsibilities

- a. University shall make payment to Tour Operator, for all services covered hereunder, as contemplated in Section 3 hereof.
- b. University shall inform the Traveling Party and satisfy any passport, visa, or inoculations and other such requirements that are required for participation in the TOUR.
  - i. Tour Operator is not responsible for any traveler that cannot obtain necessary passports and/ or visas/or inoculations for travel that is beyond its control.
- c. University shall inform the traveling party that the purchase of travel / trip/Event insurance, including Cancel for Any Reason coverage, is not included in package price stated in section 3(a)i, and is available to address potential losses.
- d. University shall inform each member of the Traveling Party that all incidental expenses incurred by him/her during the TOUR are, unless otherwise expressly indicated by the University, his/her sole responsibility.
- e. University shall deliver to Tour Operator a complete and legal manifest that includes all members of the Traveling Party, on or before May 15, 2018.

## 3. Fees and Payments

- a. In consideration for arranging for, and otherwise providing services, accommodations and amenities related to, the TOUR, University shall pay Tour Operator a package price per traveling member:
  - i. Double Occupancy Package Price
    - (a) based on a minimum of 28 and a maximum of 44 full paid travelers:  
**Not to exceed \$5,225 per person\***
    - i. A full paid traveler is defined as a member of the travel party who is booked in a double occupancy or single occupancy package. Any other travel package confirmed in / after this agreement (*i.e. family of staff, pro-rated travelers*) does not constitute a full paid traveler for the purposes of this agreement.
    - ii. Should minimum number of travelers fall below requirement noted in section 3ai(a) at any time, Tour Operator reserves the right to adjust the package price listed.
  - ii. Single supplement per traveler: **Not to exceed 1,280 per traveler\***

- iii. Family Package Price: Not to exceed \$2,620 per traveler\*
- (a) Spouse | Family Package price listed in 3(a)iii covers all tour inclusions listed in section 1.
  - (b) Designated travelers in family packages must be paired with a traveler in single occupancy package and are subject to hotel occupancy laws on the maximum number of travelers in a room.

The payment schedule is as follows:

- iv. Upon Execution of Agreement: \$2,500 Payment Per Expected Traveler\*
- v. June 1, 2018: Final tour balance due\*\*
  - (a) \* Tour pricing listed in section 3(a)i is not guaranteed without deposit
  - (b) \*\* Final tour balance must be paid via University wire or Electronic ACH payment. Failure to pay final tour balance by June 1, 2018 may result in airline tickets not being issued for travel.

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#### 4. Cancellation

- a. University may cancel this Agreement, and the tour contemplated herein, with written notice thereof to the Tour Operator, at any time prior to the Departure Date. In such an event, the University shall be responsible for the actual costs incurred, or losses sustained, by the Tour Operator, due to such cancellation, provided the Tour Operator shall have an obligation to mitigate any such costs or losses. The cancellation penalties shall not exceed the following:
  - i. If cancelled between March 19, 2018 and March 31, 2018:  
No Cancellation Fee
  - ii. If cancelled between April 1, 2018 and May 31, 2018:  
\$25,000 Cancellation Fee
  - iii. If cancelled after June 1, 2018: Tour is non-refundable
- b. In the event that actual costs incurred, or losses sustained, by the Tour Operator, due to such cancellation, are less than the amount already paid by University, then Tour Operator shall refund the overpayment to the University which will be determined based on the date of cancellation.
- c. **FORCE MAJEURE.** "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of either party, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

Neither party shall be deemed to be in breach of these terms and conditions or otherwise be liable to the other party, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure, including for international travel as defined by the United States State Department Travel Warnings <http://travel.state.gov/content/passports/english/alertswarnings.html> and for



domestic travel as defined by the National Terrorism Advisory System <http://www.dhs.gov/national-terrorism-advisory-system#> and further as defined by travel insurance and Event Insurance coverage of events.

If University, Tour Operator, and/or any of Tour Operator's travel suppliers, are affected by Force Majeure, either party shall promptly notify the other party in writing, specifying the Force Majeure event, and propose a mutually beneficial resolution in light of such event, and insurance coverage. Resolution may include options to vary or cancel any itinerary or arrangement in relation to the trip. Tour operator will use it's reasonable efforts to reimburse University where possible in the event of the non-performance of any obligations hereunder. However, Tour Operator shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Tour Operator of the Force Majeure and applicable cancellation fees. The purchase of Travel Insurance, including "Cancel for Any Reason" coverage, and Event Insurance is always recommended.

Regarding civil unrest, once each party has investigated the prevailing situation, as it deems fit, if University has not purchased Cancel for Any Reason Insurance coverage or Event insurance with appropriate coverage, University may in such circumstances cancel the trip subject to Anthony Travel's and each supplier's terms and conditions.

#### **5. Fans, Donors & Ancillary Travelers**

- a. Tour Operator acknowledges that University may require invited guests to pay Tour Operator directly (i.e. invited fans, donors, families of staff, etc.) Should University decide to cancel the event (for reasons excluding those covered under Force Majeure) the University agrees to pay all unrecoverable fees, labor and deposits resulting from such cancellation and the third party would no longer be held liable under the Tour Operator's reservation cancellation policies so long as traveler has confirmed arrangements through Tour Operator. This may include, but is not limited to reimbursing ancillary travelers for unrecoverable airfare and associated change fees.

#### **6. Representations and Warranties**

- a. Each party represents and warrants that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- b. Each party represents and warrants that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.

**7. General Considerations**

- a. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and sent as follows:

If the University, to: University of Maryland  
Department of Athletics  
Attn: Troy Wainwright | Sr. Associate Athletic Director  
XFINITY Center  
8500 Point Branch Drive  
College Park, MD 20742

If the Tour Operator, to: Anthony Travel, LLC.  
P.O. Box 1086  
Notre Dame, IN 46556  
Attn: Darren Cohen | Senior Event Manager

- b. Unless required by law, Tour Operator and University shall keep in strict confidence the terms of this Agreement, as well as any privileged and/or non-public information about, or otherwise provided by either parties. Tour Operator shall use such information solely in furtherance of its obligations hereunder, and not for any other purpose, and shall not disclose the same to any other party without the prior written consent of University.
- c. This Agreement may only be amended or modified by mutual the parties hereto in writing signed by both parties and cannot be digitally altered in any fashion including signature.
- d. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes and replaces any and all contemporaneous understandings, commitments, agreements or representations of any kind, whether oral or written, relating to the subject matter hereof.

**8. Expiration of Terms**

- a. The financial terms and payment schedule outlined in Section 3 of this Agreement are guaranteed without commitment until March 31, 2018. After March 31, 2018, Tour Operator will make every effort to secure the best rates available for the accommodations requested but does not guarantee that they will be equal to the costs listed in section 3(a).

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the Effective Date

**University of Maryland**

(on behalf of its Department of Athletics)

By: 

Name: Mr. Damon Evans

Title: Executive Associate Athletic Director

Date: 4-6-18

By: 

Name: Mark Turgeon

Title: Head Basketball Coach

Date: \_\_\_\_\_

**Anthony Travel, LLC.**

By: 

Name: Darren Cohen

Title: Senior Event Manager

Date: 4/11/18